

AGREEMENT  
BETWEEN  
GREEN BROOK TOWNSHIP  
AND  
AFSCME COUNCIL 73, LOCAL 691

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January 1, 1998 through December 31, 2000

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## **PREAMBLE & RECOGNITION**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1998, by and between GREEN BROOK TOWNSHIP, in the County of Somerset, hereinafter called the "Township" or the "Employer," and AFSCME Council 73, Local 691, a duly appointed representative, hereinafter called the "Union," represents the complete and final understanding on all bargainable issues between the Employer and the Union.

## **ARTICLE I**

### **MANAGEMENT RIGHTS**

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including, but without limiting the generality of the following rights:

1. The executive management and administrative control of the Township, its properties, facilities and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees.

5. To set rates of pay for temporary or seasonal employees.

6. To suspend, demote or take any other appropriate disciplinary

actions against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Township from contracting out any work.

8. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.

9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S. 40A:1-1, et seq., or any national, state, county or local laws or regulations.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step One herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment.

**ARTICLE II**  
**MAINTENANCE OF WORK OPERATIONS**

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.

B. In the event of a strike, slow-down, walk-out or job action, it is agreed that participation in any or all such activity by any Union member shall entitle the Employer to:

1. withdraw dues deduction privileges; and/or
2. terminate the employee or employees involved in such activities.

C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or from supporting any such activity by any other employee or group of employees of the Employer and that the Union will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by Union members.

E. The Employer agrees that there shall be no lockout of employees during the life of this agreement.



**ARTICLE III**  
**DISCIPLINE & DISCHARGE**

No employee shall be discharged, disciplined, reprimanded, reduced in title or compensation, or deprived of any occupational advantage, without just cause.

Disciplinary action against employees shall be in the following forms:

- a. Informal, private, verbal reproof by Department Head.

When a Department Head believed that an employee is not conforming to the letter or spirit of the Township policies and rules, or to specific instructions given, or has acted improperly, the Department Head shall first privately discuss the matter with the employee concerned, to obtain the employee's view of the matter. If the matter is not serious, and the Department Head is satisfied with the outcome of the discussion, the matter is considered resolved.

- b. Written memorandum of censure from the Department Head.

- c. Administrator Review and Letter of Admonition

If the Department Head considers the offense sufficiently serious to warrant consideration by the Administrator, the employee shall be advised, and a fact-finding meeting among the three persons arranged at the earliest possible date. A written report of the meeting and of the action taken should be placed in the employee's personnel file. If the outcome of the meeting is inconclusive, or if it is deemed desirable to do so, the matter may be referred to the Township Committee for review and/or action as warranted by the facts.

- d. Suspension from duty without pay.

Suspension of any employee may be ordered by the Administrator, after consultation with the Department Head for a period not to exceed three (3) days, if the actions of the employee are of a serious nature. An investigation of the case will

be initiated by the Administrator within forty-eight (48) hours to accumulate all the facts, and to interview parties in interest. The Administrator will make and deliver to the Township Committee a written record of such investigation within five (5) days of the incident.

e. In any instance where an employee is subject to disciplinary action which would result in lost time, demotion, or dismissal of an employee, a hearing shall be conducted before the Township Committee. The employee may request Union representation for any disciplinary hearing before the Township Committee. The hearing will be scheduled no later than ten (10) days after receipt of the written record of investigation prepared by the Administrator.

f. In any instance where an employee is subject to disciplinary action under sections b, c, or d, above, the employee may request a hearing before the Township Committee. Hearings convened under section e or f, above, shall follow the same procedure:

1. Township Committee shall admit all testimony.
2. Direct and cross-examination of witnesses shall be allowed.

Either party may request that witnesses be sequestered.

3. All persons submitting written eyewitness accounts of incidents shall be present at the hearing for possible cross-examination.

4. A written decision shall be issued by the Township Committee within two weeks of the hearing, including findings of fact, and conclusions reached by the hearing officers.

Upon receipt of the written decision by the Township Committee the employee may request arbitration utilizing Step 3 of the Grievance Procedure.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.

C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of this Agreement only. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms and conditions of this Agreement.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

**Step One:**

The Union shall institute written action under the provisions hereof within three (3) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Department Head for the purpose of resolving the matter informally. The written grievance at this step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this contract

violated, and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance. Failure to act in writing within the five (5) calendar days shall constitute an abandonment of the grievance.

**Step Two:**

If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to the Township Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. With advice and consent of the Township Committee, the Township Administrator shall respond, in writing, to the grievance within thirty (30) calendar days of the submission. Such decision shall be final and binding upon the parties.

**Step Three:**

In the event the grievance is not resolved at Step 2, or if no decision has been rendered within thirty (30) days after the grievance was delivered to the Administrator, either party may request in writing that the grievance be referred for binding arbitration through the Public Employment Relations Commission. No arbitration hearing shall take place for thirty (30) calendar days from date of request.

Only one issue shall be submitted to the arbitrator (aside from the question of arbitrability) unless the parties mutually agree otherwise. Each party shall be responsible for their own legal fees and expenses. The costs of the arbitration proceeding shall be equally borne by the Township and the Union.

The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall have no authority to add to, subtract from, or

otherwise change or modify the agreement between the parties. The decision of the arbitrator shall be in writing with reasons therefore. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement.

E. Upon prior notice and authorization of the Township Administrator or her designee, the designated Union representative shall be permitted, as a member of the Grievance Committee, to confer with the employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided that the conduct of the business does not diminish the effectiveness of the Employer or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any step in the grievance procedure.

## **ARTICLE V**

### **SALARIES**

Salaries for the years 1998, 1999, and 2000 shall be paid in accordance with the appended Schedules. All salaries shall be retroactive to January 1, 1998, regardless of the date of execution of this Agreement.

**ARTICLE VI**  
**HOURS OF WORK**

1. "Full time employee" shall mean an employee who has completed the probationary period and whose regular schedule requires weekly commitment of 35-40 hours, depending upon job classification.

"Part-time employee" shall mean any Township employee with unscheduled hours of work, or scheduled hours of less than thirty five per week.

"Seasonal" or "temporary employee" shall mean part-time employee receiving payment for services on an hourly basis, whose duties do not require that they work for the Township during each month of the year.

2. Working hours and daily schedules, lunch and rest breaks of employees will be arranged to fit Township needs, in accordance with Fair Labor Standards requirements. Each department head shall have the authority to alter or extend regular working hours and daily schedules to meet emergency, unusual, or unforeseen conditions.

3. All employees in job categories Roads/Sewer Worker, Roads/Sewer Foreman, Police Aide shall be considered "essential employees". "Essential employees" are those who would be required to report for work in the event Township offices are closed due to an event such as a blizzard, flood or other state of emergency declared by local, County, State or Federal officials. When "essential employees" are required to work during a declared state of emergency and other regularly scheduled employees are excused from work, the "essential

employees" will be compensated at a rate one and one half times their regular salary for the duration of the emergency.

4. Certain full time clerical employees have as a condition of their employment the requirement that they work 32.5 hours per week in the office and an average of 2.5 hours per week at evening Board meetings/court sessions. As it is not possible to accurately predict the duration of evening meetings/court sessions, the affected employees shall maintain with their respective Department Heads a compensation bank. The bank will be credited for meeting/court hours worked in excess of 2.5 hours, and debited for meetings/court which are canceled, or which require less than 2.5 hours. Each employee's compensation bank will be reconciled as of June 30 and December 31 of each calendar year. A credit balance - time owed the employee - will be taken as time off, at the discretion of the employee with the approval of the Department Head. A debit balance will be carried forward and charged to the subsequent half year's accumulation.

5. Unless stated otherwise, the work week is Monday through Friday. The work week of Police Aides shall consist of forty (40) hours per week on a rotation schedule which is mutually agreeable to the parties, and meets the needs of the Police Department.



## ARTICLE VII

### OVERTIME

A. Overtime shall be paid for all work performed in excess of forty (40) hours per week at the rate of one and one-half (1-1/2) times the computed hourly rate. Full time employees shall not be paid overtime until said employees shall have worked the hours specified above. The work day shall be defined as the day in which the greatest number of hours are worked.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for granting overtime shall be noted on the time report and certified by the Department Head.

C. Overtime shall be computed and payment made on the following basis:

1. Fifteen (15) minutes or less - no pay.
2. Sixteen (16) through thirty (30) minutes - half (1/2) hour pay.
3. Thirty-one (31) through sixty (60) minutes - one (1) hour pay.
4. Time cards shall be used to determine actual time worked.

D. Working hours and daily schedules of employees will be arranged to fit Township needs. There is no guarantee of overtime hours. Employees will be required to work overtime and during non-scheduled periods when the necessities of the Township demands such work. In administering the requirement to work overtime, the Township will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned. Every effort will be made to give seventy-two hours' prior notice to employees when overtime work can be anticipated and scheduled in

advance.

E. If employees are called in to work during periods outside their regular working hours, the Township will pay two (2) hours minimum for such call-in.

F. Police Aides and Road Workers are entitled to take compensatory time in lieu of payment for hours worked in excess of forty (40), within the year accrued, with approval of the Department Head, provided that such time off does not create a short-staffing situation, nor create additional overtime.

## **ARTICLE VIII**

### **VACATIONS**

A. Permanent full-time employees shall receive for continuous service the following annual vacation with pay:

<b>Years Completed</b>	<b>Vacation Days/Hours</b>
In the first year of employment	1 (8hr) day per 2 months to a maximum of 40 hrs
1 through 5	10 days (80 hours)
6 through 9	15 days (120 hours)
10 through 15	20 days (160 hours)
16 and up	1 additional day (8 hrs) for each service year to a maximum of 25 days or 200 hours.

B. In the first year of employment, vacation time shall accrue one day (8 hrs) per month to a maximum of 10 days (80 hours) to the first day of the following January. Vacation may be taken as accrued. After January 1, vacation will then be based on a calendar year. However, an employee who terminates his/her employment with the Township prior to their anniversary hiring date and has used vacation time, that portion of unearned vacation time which has been used shall be deducted from their final paycheck.

C. All vacation time shall be scheduled as the needs of the Department require on the basis of seniority. Each and every employee must take the authorized annual vacation, and compensation will not be allowed in lieu of vacation time. All

vacation time shall be used in the year earned. Exceptions may be made by resolution of the Township Committee.

D. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.

E. If for any reason an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled at the discretion of the Department Head. If the Department Head cannot reschedule the vacation leave, the employee will receive payment for the vacation leave at the straight time rate for the year in which the vacation leave was earned.

## ARTICLE IX

### SICK LEAVE

A. As used in this section, "sick leave" means paid leave that may be granted to each full-time employee who through sickness or no-work related injury becomes incapacitated to a degree that makes it impossible for him/her to perform the duties of his/her position or who is quarantined by a doctor's written instruction because he/she has been exposed to a contagious disease. Job related illnesses and injuries which necessitate sick days are not applicable to this Article.

B. Each employee shall be paid during periods of sick leave but not to exceed one (1) day (8 hours) for each month of service. Sick leave of more than thirty (30) days stops accruing of seniority and accrued time.

C. In the event that an employee is eligible to receive municipal, state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for local, state or federal disability benefits including Social Security, and to furnish proof of such application to the Township, along with proof of receipt or denial of such benefits.

D. An employee who is absent because of disability or trauma caused in the usual course of his/her employment and directly in the line of duty must have such absence certified by a Township-selected physician at the Township's expense. Upon Township receipt of this certification, the employee will receive his/her normal weekly compensation less any applicable Workers' Compensation benefits.

for a period of twelve (12) months from the date of the disability or accident. Such absence will not be charged against the employee's sick leave; however, all other provisions of this section shall apply.

E. No employee while on sick leave from the Township shall be otherwise employed or engaged in any outside work or employment whatsoever.

F. In all cases of reported illness or disability, the Township Administrator shall have the right to require a doctor's certification of illness or to have a physician designated by the Township examine and report on the condition of the patient-employee. Failure to produce a doctor's certification, when the Township physician reports the employee is fit for work, will result in non-payment of sick leave benefits.

G. All absences on account of illness or disability shall be reported immediately by or for the employee to his/her shift supervisor or preceding shift dispatcher (Police Aides).

H. If an absence is not reported immediately, it shall be treated as an unauthorized absence without pay.

I. In the event of an injury caused in the course of employment, the injured employee, or his Department Head, if the employee is incapacitated, should report such injury immediately to the Township Administrator, who will process the necessary forms for insurance purposes. The employee should then report to a physician selected by the Township and the physician's report and bill should be forwarded to the Township Administrator.

J. Sick leave may not be paid as terminal leave for employees who resign or retire. Employees who use no sick time during the six month period January through June, or July through December in any calendar year will be allowed one

extra Bonus Leave Day (8 hours) to be taken during the six month period immediately following, at the discretion of the employee, with permission of the Department Head, provided that the time off does not create a short staffing situation, diminish the effectiveness of the Employer or require the recall of off-duty employees creating additional overtime. Bonus Leave Days not taken in the six (6) month period following the period in which earned will be forfeited.

K. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

L. The Township may require an employee who has been absent because of personal illness, as a condition for his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees.

M. Sick Leave Confinement Restriction.

1. If an employee is absent for reasons that entitle the employee to sick leave or the employee is on Workers' Compensation leave because of an injury sustained during his employment, the employee shall remain at his place of confinement during the period in which he is scheduled for work on the day(s) in question with the following exceptions:

- a. To report for medical attention to a doctor's office or hospital.
- b. To engage in the exercise of his right to vote or to attend religious services.
- c. If an emergency necessitates his absence.

d. A supervisor may visit an employee on sick leave or Workers' Compensation leave at his residence or place of confinement. Such visits shall be recorded on the sick leave form.

e. A supervisor may telephone the employee who has reported on sick leave or who is on Workers' Compensation leave at his place of confinement during the scheduled work day(s).



**ARTICLE X**  
**WORK-INCURRED INJURY**

A. Employees who are injured, whether slightly or severely, while working, must make an immediate report to the Department Head.

B. Employees may not return to work without a certification from the attending physician that he is capable of returning to work.

**ARTICLE XI**  
**BEREAVEMENT LEAVE**

A. Each employee shall be allowed time off between the death and the burial up to a maximum of four (4) consecutive working days, or 36 scheduled consecutive working hours in the case of Police Aides, with pay, upon the death of a member of his/her immediate family, one day of which shall be the date of death or the day of the funeral.

B. For purposes of this section, the term "immediate family" shall include only:

1. The employee's spouse, child, parent, brother, sister, grandparent, or grandchild.
2. The child, parent, brother, sister, grandparent or grandchild of the employee's spouse.
3. A relative or domestic partner living under the same roof.

**ARTICLE XII**  
**INSURANCE**

A. The Employer has the right to change insurance carriers or institute a self-insurance program so long as a substantially similar level of benefits is provided.

B. The Employer agrees to provide medical insurance benefits as provided in 1996.

C. The 1996 benefits are defined as the hospital and medical insurance as provided under the New Jersey State Health Benefits Program. All eligible dependents will be included in the coverage.

D. The Township shall pay the cost of dental insurance for the employee. Dependent coverage may be elected by the employee, with the cost to be borne by the employee through payroll deduction.

E. Employees who retire with 25 years of public service shall have their and their surviving spouses' health insurance benefits (group hospital, medical and surgical coverage) continued into retirement, the cost of which shall be borne by the Township.

## **ARTICLE XIII**

### **HOLIDAYS**

A. The following shall be recognized as paid holidays:

- |                                 |                         |
|---------------------------------|-------------------------|
| 1. New Year's Day               | 7. Labor Day            |
| 2. Martin Luther King Birthday* |                         |
| 3. President's Day              | 8. General Election     |
| 4. Good Friday                  | 9. Thanksgiving Day     |
| 5. Memorial Day                 | 10. Thanksgiving Friday |
| 6. Independence Day             | 11. Christmas Day       |

\* Martin Luther King Birthday will be considered as a Floating Holiday, to be taken either on the day observed federally, or on another day at the discretion of the employee, with permission of the Department Head, provided that the absence creates no additional overtime, nor a short-staffing situation.

B. Any employee who is on a leave of absence (i.e., injury leave, Workers' Compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. Three (3) floating holidays shall be taken by choice of the employee provided there is adequate coverage in the department and advance notice has been given the Department Head.

D. When any of the national holidays listed above falls on a Saturday, it will be observed on the previous Friday; when it falls on a Sunday, it will be observed on the following Monday.

E. If any of these holidays falls during a regularly scheduled vacation period of an employee, an additional day of vacation will be allowed.

**ARTICLE XIV**  
**MILITARY LEAVE**

A. Any full-time employee who is a member of the National Guard, naval militia, Air National Guard or a Reserve component of any of the armed forces of the United States and is required to engage in field training shall be granted a military leave of absence with pay for the period of such training as authorized by law. This paid leave of absence shall be in addition to his vacation.

B. When an employee not on probation has been called to active duty or inducted into the military forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he/she reports for duty with the Employer within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her military service.

C. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

## **ARTICLE XV**

### **JURY DUTY AND LEAVE OF ABSENCE WITHOUT PAY**

#### **A. Jury Duty**

1. Each regular, full time, permanent employee in full pay status, actively at work performing assigned duties, who loses time from his job because of jury duty, certified by the Clerk of the Court, shall be paid his regular daily rate of pay subject to the following conditions:

- a. When a jury service is completed prior to 12 noon, the employee is required to report to work.
- h. The employee must notify his supervisor within 48 hours following receipt of a summons for jury duty.

2. The provisions of this article do not apply when an employee voluntarily seeks jury duty service.

3. Upon completion of jury duty, the employee shall obtain a certificate of jury service from the County Sheriff's office, showing the time spent away from the job. The employee shall forward this form to his/her department head, who shall send it to the Township Administrator for inclusion in the employee's personnel file.

#### **B. Leave of Absence Without Pay**

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Township Administrator. Requests submitted and qualified under the Federal Family and Medical Leave Act of 1993 will be granted

and administered in compliance with applicable law. The Employer will consider each request for leave of absence on its own merits, and a decision in one case shall not establish a precedent in another. Any request for a leave and/or extension of time shall be at the Employer's discretion. Such leave of absence shall not be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision shall be non-grievable.

**ARTICLE XVI**  
**DISCRIMINATION AND COERCION**

A. The Employer and the Union agree that there shall be no discrimination against any employee because of age, race, creed, color, religion, marital status, sex, national origin or political affiliation.

B. The Employer and the Union agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.



**ARTICLE XVII**  
**PROBATIONARY PERIOD**

All employees hired during the term of this Agreement shall serve a probationary period of one (1) year from the date of hire. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. An employee, if terminated, shall not have recourse through the grievance procedure set forth in this Agreement. The probationary period may be extended at the discretion of the Department Head with approval of the Township Administrator for a period of forty-five (45) days.

**ARTICLE XVIII**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XIX**  
**DEDUCTIONS FROM SALARY**

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Township treasurer during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

D. Any employee covered by this Agreement who does not choose to have dues deducted from his salary must pay a representation fee in lieu of dues to the Union. The representation fee shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this agreement shall be

governed by N.J.S.A.34:13A-5.5 through 34:13A-5.8.

E. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Administrator.

F. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Administrator. The filing of a notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

G. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.

**ARTICLE XX**  
**OUTSIDE EMPLOYMENT**

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Township. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during an employee's normal tour of duty with the Township. However, the employee recognizes that his primary employment responsibility is to the Township and he will therefore be available immediately following tours of duty, upon reasonable notice by the Township, if he is called back to perform service on an emergency basis at hours other than during the normal tour of duty. Employees will advise the Department Head of the location, nature, and times of such outside employment, which is conducted on a continuing basis, so that the employees may be recalled back to work in the event of an emergency. Such outside employment is subject to issuance of a work permit at the sole discretion of the Township Administrator.

**ARTICLE XXI**  
**MISCELLANEOUS**

A. Notification to the Union

1. The Employer will notify the Union in writing prior to a layoff within the bargaining unit.
2. The Employer will provide the Union with an updated list of covered employees showing name, address, classification, and social security number.
3. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

B. Inspection Privileges

Authorized agents of the Union shall have access to the Employer's establishment during working hours, at time of mutual convenience to the Employer and Union, for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that the Agreement is being adhered to, provided, however, that there is not interruption of the Employer's work schedule.

C. Seniority

1. Seniority is defined as an Employee's continuous length of service with the Township, beginning with his latest date of hire.
2. Seniority shall commence and become fixed on the date of hire.
3. The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate.

D. Loss of Seniority

Continuous service for seniority purposes shall be broken for any of the following reasons:

1. Discharge for just cause
2. Voluntary quitting employment
3. Absence from work without reporting for three (3) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is present.

E. Access to Personnel File

1. There shall be a personnel file for each Employee.
2. The Employee shall have the right to examine the file on written request with reasonable notice to the Department Head.
3. The Employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not unduly interfere with normal operations and in no event shall any employee be refused for longer than one working day. The Employee may have a Union representative present at such examination.
4. No formal disciplinary action nor other document which might be used in a disciplinary hearing may be placed in the file unless the Employee was provided with a copy which was initialed by the Employee in the presence of a Union official if the Employee desires, prior to being placed in the file.
5. The Employee shall have the right to place a written rebuttal in the file to any document in the file.

F. Vacancies

The Employer shall post all vacancies. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite applications from the employees.

**ARTICLE XXII**  
**EDUCATIONAL ASSISTANCE**

All employees shall be eligible to apply for financial assistance for education if the following conditions are present:

- a. Where the course is part of a program leading to a college degree, or professional certification, and the degree or professional certification is in a field determined by the Township Committee in consultation with the Department Head and Administrator, to be relevant to the Township employment, to the position the employee presently occupies or to which the employee may be promoted.
- b. The course is offered by an approved institution of learning, and classes are scheduled during non-working hours. Attendance at professional certification courses which may be scheduled during working hours must be approved by the Township Committee upon recommendation of the Administrator after consultation with the Department Head.
- c. There are sufficient funds in the Township budget specified for educational assistance.
- d. It is required that veterans take advantage of the financial assistance for which they are eligible under the current laws covering education for veterans.
- e. Approval or disapproval of an application for financial assistance for



education will be given by the Township Committee, and the amount of reimbursement determined by the Administrator in consultation with the Department Head prior to the beginning of the course. Such approval will not unreasonably be denied. Regular tuition, registration fees and required laboratory fees shall be eligible for reimbursement. The cost of books, meals, transportation, parking fees, interest on tuition fees, or other similar expenses shall not be eligible for reimbursement.

f. Upon completion of an approved course, the employee shall submit a copy of his/her transcript for the course to the Administrator for inclusion in his/her personnel file. A minimum grade of "C"(or its numeric equivalent), or "pass" (in a pass/fail course) must be obtained to qualify for reimbursement. Upon presentation of transcript, proof of payment fees and satisfactory completion, the employee will be reimbursed for the allowed costs.

## **ARTICLE XXIII**

### **FULLY-BARGAINED AGREEMENT**

A. The Township and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no past practices shall be binding on the Township or the Union during the term of this Agreement unless agreed to in writing between the Township and the Union subsequent to the date of execution of this Agreement.

B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. It is the intent of the parties that the provisions of this Agreement, except where noted in this Agreement, shall supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties; shall govern their entire relationship; and shall be the sole source of all rights or claims

which may be asserted. The Union, for the life of this Agreement, hereby waives any right to request to negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement.

D. This Agreement is separate and distinct from and independent of all other agreements entered into between the Union and other employer organizations, irrespective of any similarity between this Agreement and any such other agreements. No act or thing done by the parties to such other agreements, or notices given under the provisions thereof, shall change or modify this Agreement or in any manner affect the contractual relationship of the parties hereto.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

F. Notwithstanding provisions in this Agreement to the contrary, the parties specifically agree that they will be bound by the Green Brook Township Personnel Ordinance to the extent that any issue in dispute is not specifically delineated in this Agreement.